

ESCROW INSTRUCTIONS TO

Date: _____

WE, THE UNDERSIGNED, _____ and the SUPERINTENDENT, OSAGE AGENCY, BUREAU OF INDIAN AFFAIRS (The "Superintendent") hereby deposit with _____ ("escrow bank") the following monies to-wit:

Which shall be held by the said bank in escrow under the following instruction, to-wit:

- (a) The account shall be designated as the _____ - Osage Account # _____. Said certificate of deposit shall be purchased and owned by _____ subject to conditions set forth below;
- (b) The Escrow Funds will be invested in _____ certificates of deposit and shall be automatically reinvested at then existing interest rates until the Escrow Agreement is terminated;
- (c) The Superintendent may draft upon the Escrow Funds upon the submission to the Escrow Bank of a sworn affidavit by the Superintendent stating that (i) _____ is in default with regard to its obligations under Department of Interior regulations governing given _____ lease covering, and (ii) the Superintendent has given _____ thirty (30) days notice of such default (including a specific description of the default) and the opportunity to cure same within said thirty (30) day period; unless said default is the subject of litigation in which case said funds shall remain in escrow;
- (d) Any funds remaining in the Escrow Account on the termination date (as defined below) will be distributed to _____;
- (e) All accrued interest shall be credited to _____ and not added to the certificate of deposit.

Subject, however, to the following terms, exceptions, provisions and conditions.

- 1. The escrow bank shall be liable as a depository only and shall not be responsible for the sufficiency or accuracy of the form, execution or validity of documents deposited hereunder, or any description of property or other things therein, nor shall it be liable in any respect on account of the identity, authority, or rights of the persons executing or delivering or purporting to execute or deliver any such document or paper.
- 2. The escrow bank, as part of the consideration for the acceptance of this escrow, shall not be liable for any acts or omissions done in good faith, nor for any claims, demands or losses, nor for any damages made and suffered by any party to this escrow, excepting such as may arise through or be caused by its willful or gross negligence.
- 3. The escrow bank shall not be liable for collection items until the proceeds of the same in actual cash have been received, and in making collections of items deposited hereunder, the parties hereto agree that the escrow bank may collect the same under the procedures customarily employed by it in handling other collections, nor shall it be liable for the default in payment of any installment of principal or interest, nor shall it be liable for failure to demand payment of any instrument, present the same for payment or protest the same or given notice of protest of nonpayment thereof, nor the outlawing of any rights under the Statute of Limitations in respect to any document deposited; nor for interest on any deposit of money. It may rely upon any paper, document, or other writing believed by it to be authentic in making any delivery of money or property hereunder. The escrow bank shall in no way be responsible nor shall it be its duty to notify any party hereto or party interested in this escrow deposit of any payment or maturity, under the terms of any instrument deposited herewith.
- 4. It is agreed that this escrow contract shall not be terminated until the Superintendent authorizes such termination in writing or Escrow Bank gives 30 days written notice of its desire to cease serving as escrow agent.

5. It is further understood and agreed between the parties that these instruments supersede any other contract with reference to this escrow deposit, insofar as said escrow bank is concerned, and that the said bank may rely absolutely hereon to the exclusion of any and all other agreements between the parties hereto.
6. This agreement shall be binding on the successors and assigns of the parties hereto.
7. This agreement may be amended by written instrument executed by all parties.
8. _____ may assign its interest in the Escrow Account subject to the approval of the Superintendent and the escrow bank.
9. The escrow bank shall provide _____ and the Superintendent with semi-annual statements reflecting the balances and activity of the Escrow Account.
10. The escrow bank shall be paid an escrow fee of \$_____ for each certificate so issued.
11. This certificate of deposit shall be subject to all normal banking rules and regulations including Regulation Q.

PARTIES TO ESCROW CONTRACT

The within escrow agreement is hereby approved pursuant to authority delegated under 25 CFR 226.9

(PRINTED NAME OF COMPANY OR INDIVIDUAL)

By: _____
(SIGNATURE OF COMPANY AGENT OR INDIVIDUAL)

APPROVED:

Under the authority delegated by 200 DM 1, 209 DM 8, 230 DM, 1, 3 IAM 4.1 and Muskogee Area Addendum 9901 to 3 IAM 4 issued June 22, 1999

SUPERINTENDENT, OSAGE AGENCY
BUREAU OF INDIAN AFFAIRS

ACCEPTED:

BANK NAME TELEPHONE NO.

BANK ADDRESS

BY: _____
SIGNATURE AND TITLE OF BANK OFFICER

RECEIPT AND RELEASE

All monies, documents and papers relative to this escrow deposit have been received to our entire satisfaction this _____ of _____, 20____, and the escrow bank herein is relieved from all further liability or responsibility with reference thereto.

SUPERINTENDENT, OSAGE AGENCY
BUREAU OF INDIAN AFFAIRS

DATE

SAMPLE

ESCROW INSTRUCTIONS TO

Bank Name

Bank Address

Date: _____

WE, THE UNDERSIGNED, Individual or Company Name and the SUPERINTENDENT, OSAGE AGENCY, BUREAU OF INDIAN AFFAIRS (The "Superintendent") hereby deposit with Bank Name ("escrow bank") the following monies to-wit:

Amount of certificate of deposit (\$Amount)

Which shall be held by the said bank in escrow under the following instruction, to-wit:

- (a) The account shall be designated as the Bank Name - Osage Account #CD No.. Said certificate of deposit shall be purchased and owned by Individual or Company Name subject to conditions set forth below;
- (b) The Escrow Funds will be invested in Term of CD certificates of deposit and shall be automatically reinvested at then existing interest rates until the Escrow Agreement is terminated;
- (c) The Superintendent may draft upon the Escrow Funds upon the submission to the Escrow Bank of a sworn affidavit by the Superintendent stating that (i) Individual or Company Name is in default with regard to its obligations under Department of Interior regulations governing given Lease No. & Legal Description lease covering, and (ii) the Superintendent has given Individual or Company Name thirty (30) days notice of such default (including a specific description of the default) and the opportunity to cure same within said thirty (30) day period; unless said default is the subject of litigation in which case said funds shall remain in escrow;
- (d) Any funds remaining in the Escrow Account on the termination date (as defined below) will be distributed to Individual or Company Name;
- (e) All accrued interest shall be credited to Individual or Company Name and not added to the certificate of deposit.

Subject, however, to the following terms, exceptions, provisions and conditions.

1. The escrow bank shall be liable as a depository only and shall not be responsible for the sufficiency or accuracy of the form, execution or validity of documents deposited hereunder, or any description of property or other things therein, nor shall it be liable in any respect on account of the identity, authority, or rights of the persons executing or delivering or purporting to execute or deliver any such document or paper.
2. The escrow bank, as part of the consideration for the acceptance of this escrow, shall not be liable for any acts or omissions done in good faith, nor for any claims, demands or losses, nor for any damages made and suffered by any party to this escrow, excepting such as may arise through or be caused by its willful or gross negligence.
3. The escrow bank shall not be liable for collection items until the proceeds of the same in actual cash have been received, and in making collections of items deposited hereunder, the parties hereto agree that the escrow bank may collect the same under the procedures customarily employed by it in handling other collections, nor shall it be liable for the default in payment of any installment of principal or interest, nor shall it be liable for failure to demand payment of any instrument, present the same for payment or protest the same or given notice of protest of nonpayment thereof, nor the outlawing of any rights under the Statute of Limitations in respect to any document deposited; nor for interest on any deposit of money. It may rely upon any paper, document, or other writing believed by it to be authentic in making any delivery of money or property hereunder. The escrow bank shall in no way be responsible nor shall it be its duty to notify any party hereto or party interested in this escrow deposit of any payment or maturity, under the terms of any instrument deposited herewith.
4. It is agreed that this escrow contract shall not be terminated until the Superintendent authorizes such termination in writing or Escrow Bank gives 30 days written notice of its desire to cease serving as escrow agent.

5. It is further understood and agreed between the parties that these instruments supersede any other contract with reference to this escrow deposit, insofar as said escrow bank is concerned, and that the said bank may rely absolutely hereon to the exclusion of any and all other agreements between the parties hereto.
6. This agreement shall be binding on the successors and assigns of the parties hereto.
7. This agreement may be amended by written instrument executed by all parties.
8. Individual or Company Name may assign its interest in the Escrow Account subject to the approval of the Superintendent and the escrow bank.
9. The escrow bank shall provide Individual or Company Name and the Superintendent with semi-annual statements reflecting the balances and activity of the Escrow Account.
10. The escrow bank shall be paid an escrow fee of \$_____ for each certificate so issued.
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(PRINTED NAME OF COMPANY OR INDIVIDUAL)

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(SIGNATURE OF COMPANY AGENT OR INDIVIDUAL)

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SUPERINTENDENT, OSAGE AGENCY
BUREAU OF INDIAN AFFAIRS

ACCEPTED:

BANK NAME

TELEPHONE NO.

BANK ADDRESS

BY: _____
SIGNATURE AND TITLE OF BANK OFFICER

RECEIPT AND RELEASE

All monies, documents and papers relative to this escrow deposit have been received to our entire satisfaction this _____ of _____, 20____, and the escrow bank herein is relieved from all further liability or responsibility with reference thereto.

SUPERINTENDENT, OSAGE AGENCY
BUREAU OF INDIAN AFFAIRS

DATE

